

# EXHIBIT 2

Lionel Z. Glancy (#134180)  
Marc L. Godino (#182689)  
**GLANCY BINKOW & GOLDBERG LLP**  
1925 Century Park East, Suite 2100  
Los Angeles, CA 90067  
Telephone: (310) 201-9150  
Facsimile: (310) 201-9160  
Email: mgodino@glancylaw.com

Rosemary M. Rivas (#209147)  
**FINKELSTEIN THOMPSON LLP**  
505 Montgomery Street, Suite 300  
San Francisco, California 94111  
Telephone: (415) 398-8700  
Facsimile: (415) 398-8704  
Email: rrivas@finkelsteinthompson.com

*Attorneys for Individual and Representative  
Plaintiff Brian O'Dea*

**UNITED STATES DISTRICT COURT**  
**SOUTHERN DISTRICT OF CALIFORNIA**

BRIAN O'DEA, on behalf of himself  
and all others similarly situated,

Plaintiff,

v.

CONAGRA FOODS, INC., a Delaware  
Corporation,  
Defendant.

Case No. '13CV3158 L NLS

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

1 Plaintiff Brian O'Dea ("Plaintiff"), by and through his counsel, on behalf of  
2 himself and all others similarly situated, brings this class action against ConAgra Foods,  
3 Inc. ("ConAgra Foods") or ("Defendant"), and alleges the following upon personal  
4 knowledge as to his own experience, and based upon information and belief and the  
5 investigation of his counsel as to all other matters:

6 **NATURE OF THE CASE**

7 1. ConAgra Foods is a corporation that owns Chef Boyardee, a brand of canned  
8 pasta products sold worldwide. Chef Boyardee food products are sold in cans or other  
9 packaging, and include foods such as spaghetti, ravioli, lasagna, mini bites pasta, whole  
10 grain pasta, fun flavor pasta, pizza and sauces. The Chef Boyardee pastas are available in  
11 three sizes: a microwaveable sized bowl, a 15-oz can, and a 40-oz can. Chef Boyardee  
12 branded microwavable sized pasta bowls are at issue in this case.

13 2. In an attempt to appeal to health conscious consumers, Defendant  
14 represented on its Chef Boyardee line of microwavable sized pasta bowls— Beef Ravioli,  
15 Beefaroni, Cheese Ravioli, Lasagna, Mac & Cheese, Mini ABC's & 123's With  
16 Meatballs, Mini Beef Ravioli & Meatballs, Mini Pasta Shells & Meatballs, Mini  
17 Spaghetti Rings & Meatballs, Rice With Chicken & Vegetables, and Spaghetti &  
18 Meatballs (the "Products")—that they contain "No MSG" or "No MSG Added." "MSG"  
19 stands for monosodium glutamate, a controversial flavor enhancer that reportedly can  
20 cause headaches, flushing, sweating, facial pressure or tightness, numbness, tingling or  
21 burning in the face, neck and other areas, rapid, fluttering heartbeats, chest pain, nausea  
22 and weakness.

23 3. The "No MSG" or "No MSG Added" representations are made on the very  
24 front of the label wrapped on the Products and above the "No MSG" or "No MSG  
25 Added" representations the label boasts "Good Stuff Inside." The Products, however, are  
26 not MSG free because they contain several ingredients that have MSG. While the Food  
27 and Drug Administration ("FDA") does not require ingredients containing MSG to  
28 specify that they contain MSG, the FDA prohibits foods with ingredients that contain

1 MSG from being labeled as “No MSG” or “NO added MSG.” MSG also cannot be listed  
2 as “spices” or “flavoring.”

3 4. Defendant knows that consumers seek to purchase foods they perceive as  
4 healthier products and/or products without MSG, and, accordingly Defendant advertises  
5 and markets the Products with the intention that consumers rely on the representations  
6 made on the front of the labels.

7 5. Plaintiff brings claims for violations of California’s Unfair Competition  
8 Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*, (“UCL”), the False Advertising Law, Cal.  
9 Bus. & Prof. Code §§ 17500, *et seq.*, (“FAL”), the Consumers Legal Remedies Act, Cal.  
10 Civ. Code §§ 1750, *et seq.*, (“CLRA”), and for breach of California’s express warranty  
11 law. Plaintiff seeks damages, restitution, and injunctive relief in the form of an order  
12 requiring Defendant to (1) cease the unlawful marketing alleged herein; and (2)  
13 implement a corrective advertising campaign.

#### 14 JURISDICTION AND VENUE

15 6. Defendant is engaged in inter-state commerce or activity affecting inter-state  
16 commerce. This Court has personal jurisdiction over the parties because, among other  
17 things, Defendant engaged in illegal schemes and acts directed at, and that had the  
18 intended effect of causing injury to persons residing in, located in, or doing business in  
19 the State of California (the “Judicial District”), and throughout the United States.  
20 Defendant is present in this Judicial District, and/or conducted substantial business in this  
21 Judicial District, and/or has had extensive, systematic, and continuous contacts with this  
22 forum, and/or a substantial part of the actions which gave rise to Plaintiff’s causes of  
23 action occurred in or emanated from this Judicial District.

24 7. This Court has subject matter jurisdiction over this action pursuant to the  
25 Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d), because Plaintiff and Class  
26 members are of diverse citizenship from the Defendant; the number of members of the  
27 proposed Class exceeds 100; and the aggregate amount in controversy exceeds  
28 \$5,000,000.

## PARTIES

## SUBSTANTIVE ALLEGATIONS

## 3

12. As a food additive, MSG was first introduced as a powder called “Accent,” when it first hit the U.S. market. It was invented by Kikunae Ikeda, who went on to form the company Ajinomoto, the world’s largest producer of MSG. MSG enhances the flavor of foods by making processed meats and frozen dinners taste fresher, smell better, and canned food products less tinny.

13. The additive MSG is reported as consisting of approximately 78 percent free glutamic acid, 21 percent sodium, and up to 1 percent contaminants. MSG has very little taste to it, however, when eaten it tricks people into thinking the food being consumed tastes better and has more protein. This is because glutamate has the taste of umami, one of the five basic tastes.

14. The FDA has received reports of symptoms, such as headaches and nausea, resulting from MSG consumption. Additionally, medical literature has reported numerous side effects that people experience after eating foods with MSG. Many experts have linked adverse effects to regular consumption of MSG. Adverse effects include but are not limited to: headaches; fatigue and disorientation; depression; numbness; burning sensation; tingling; facial pressure or tightness; chest pain or difficulty breathing; nausea and rapid heartbeats; drowsiness and weakness.

#### **Food Manufacturers Deceptively Hide “MSG” in their Food Labels**

15. Consumers have increasingly sought healthier packaged foods that are monosodium glutamate (MSG) free. According to the Institute of Food Technologists, in 2010 consumers increasingly cited to chemicals in food as the most important food safety issue, with 49% of consumers deliberately avoiding MSG.

16. Manufacturers understand that people avoid MSG. Instead of removing MSG from their products, however, manufacturers have attempted to obscure the fact that MSG is in their food products by using ingredients that contain MSG but have names that consumers do not recognize as being associated with MSG, since the FDA requires manufacturers to list the ingredient “monosodium glutamate” on food labels. The FDA, however, does not require food labels to specify that the food naturally contains MSG.

1 Foods containing ingredients with naturally occurring MSG, however, cannot be labeled  
2 “No MSG” or “No added MSG.”

3 17. There are more than 40 ingredients containing glutamic acid. Whether an  
4 ingredient contains glutamic acid, however, cannot be readily determined by consumers  
5 based on the names of the ingredients alone. Additionally, in some foods glutamic acid is  
6 formed during processing, which food labels do not disclose.

7 18. The following ingredients always contain MSG: autolyzed yeast, calcium  
8 caseinate, gelatin, glutamate, glutamic acid, hydrolyzed protein, monopotassium  
9 glutamate, monosodium glutamate, sodium caseinate, textured protein, yeast extract,  
10 yeast food, yeast nutrient, and umami.

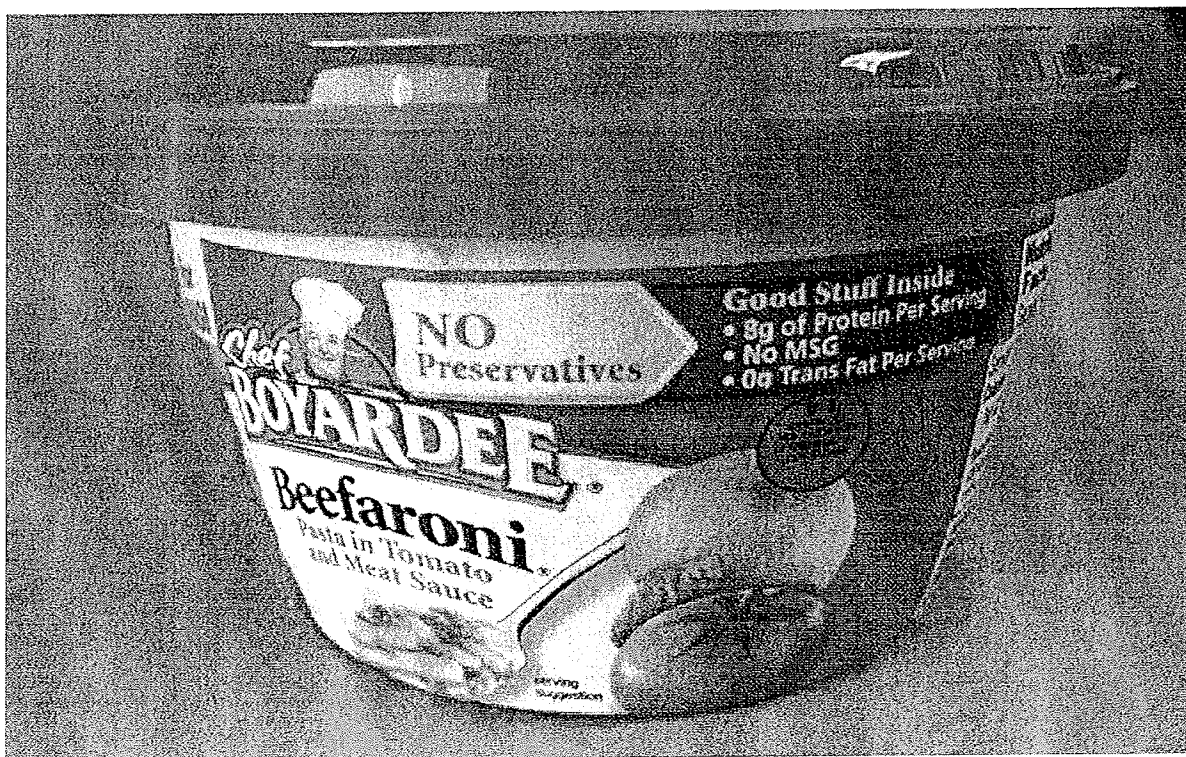
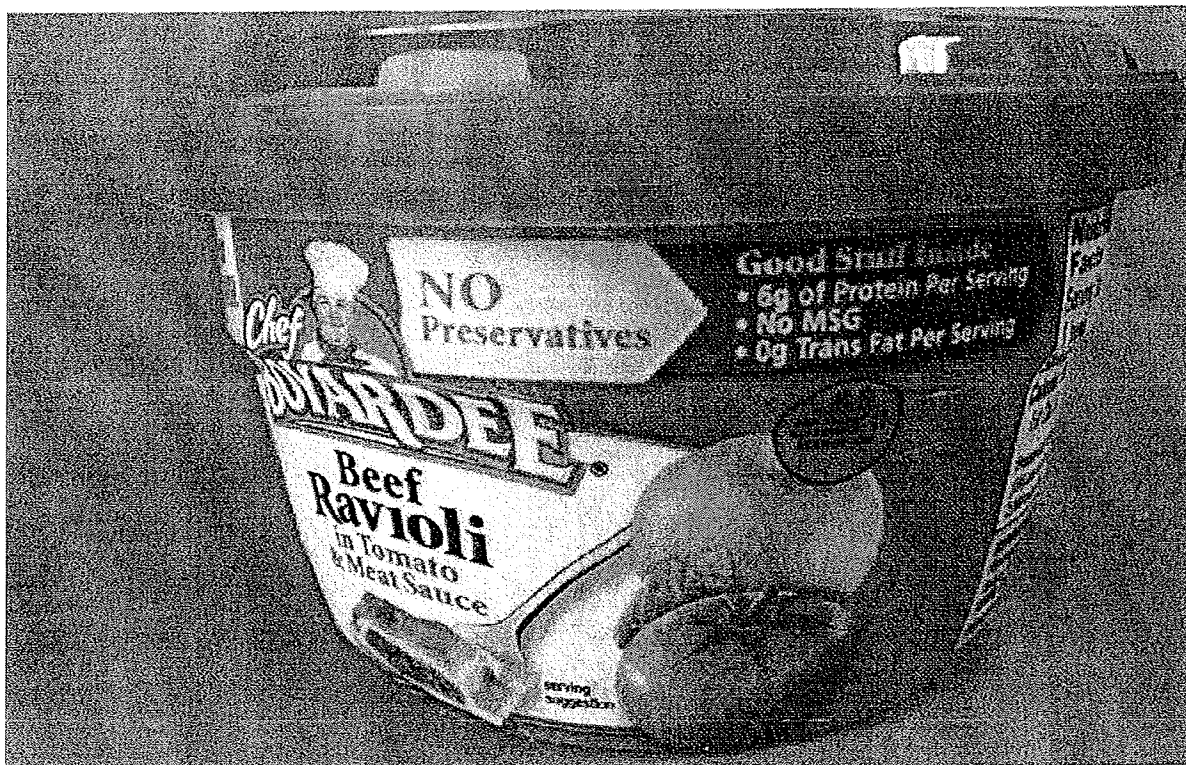
11 19. Additionally, the following ingredients contain or create MSG during  
12 processing: flavors and flavorings, seasonings, natural flavors and flavorings, natural  
13 pork flavoring, natural beef flavoring, natural chicken flavoring, soy sauce, soy protein  
14 isolate, soy protein, bouillon, stock, broth, malt extract, malt flavoring, barley malt,  
15 enzyme modified ingredients, carrageenan, maltodextrin, pectin, enzymes, protease, corn  
16 starch, citric acid, powdered milk, and protein fortified and ultra-pasteurized ingredients.

17 **Defendant’s Microwavable Sized Pasta Bowls Contain MSG Contrary to the**  
18 **Representations on the Front of the Label**

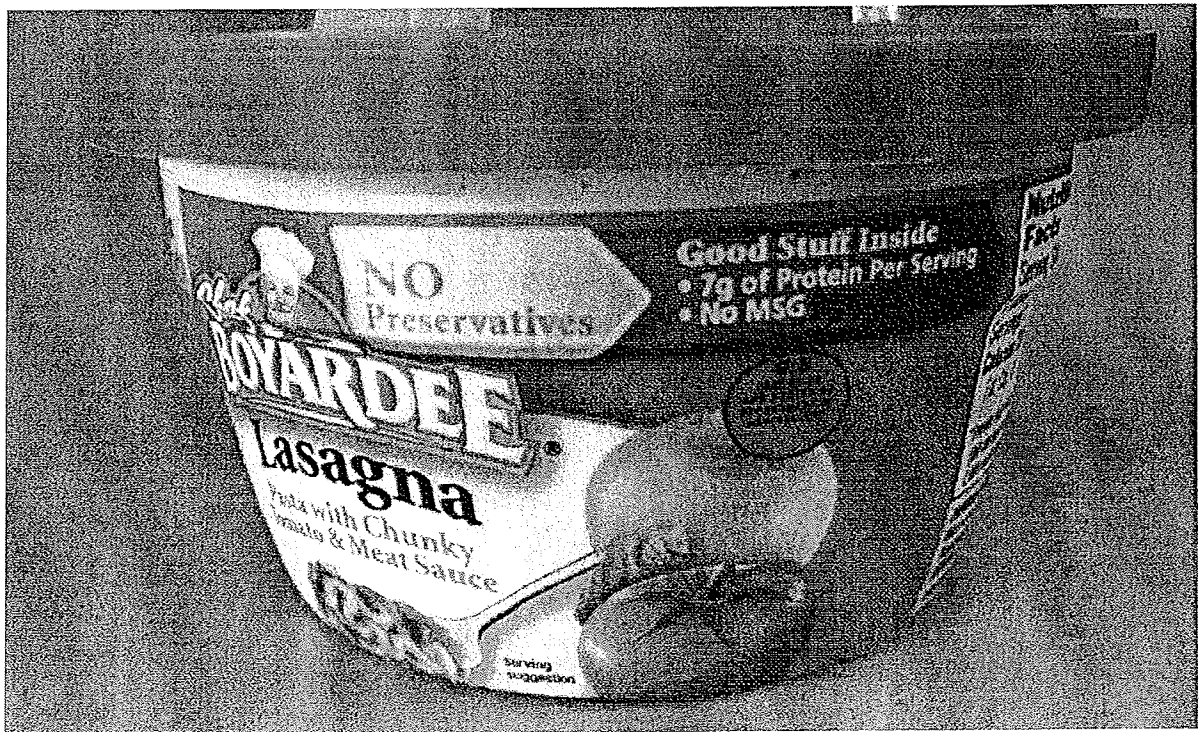
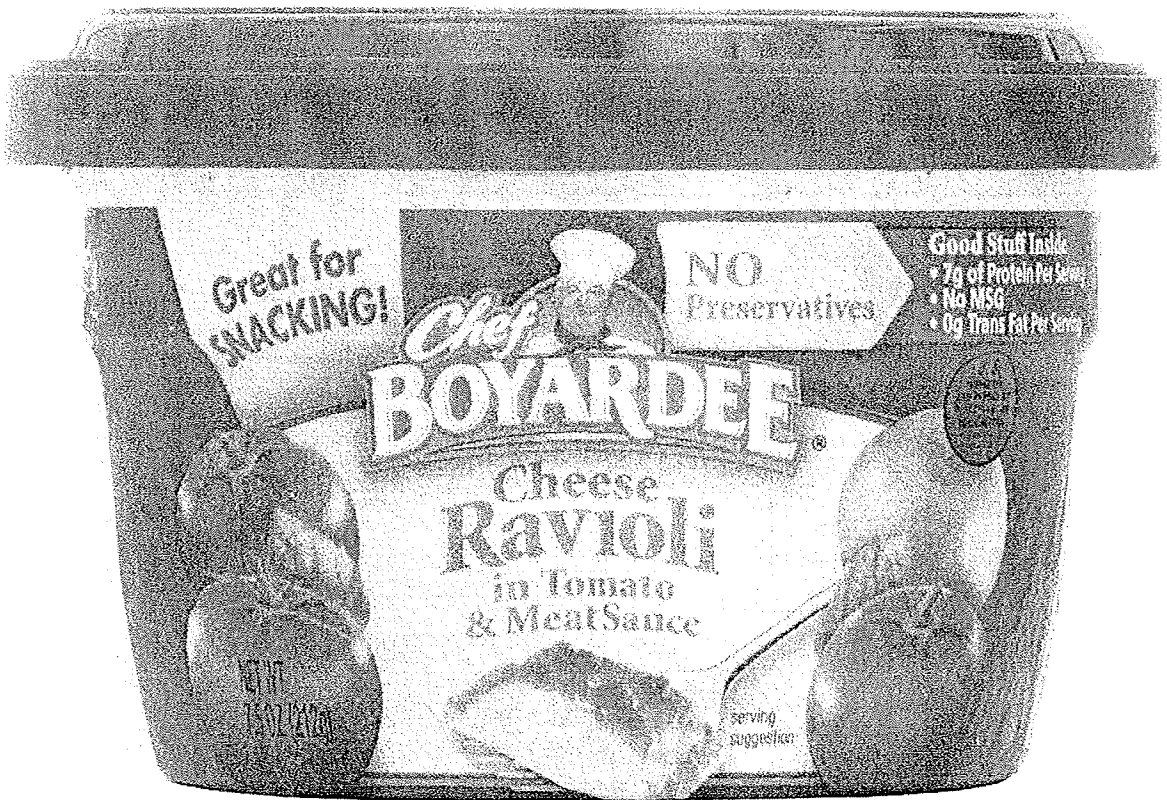
19 20. The Chef Boyardee microwavable pasta bowls state expressly on the front of  
20 the label that “Good Stuff Is Inside,” and below that they say “No MSG” or “No MSG  
21 Added.”

22 21. Below are images of the labels of the misrepresentations at issue:  
23  
24  
25  
26  
27  
28

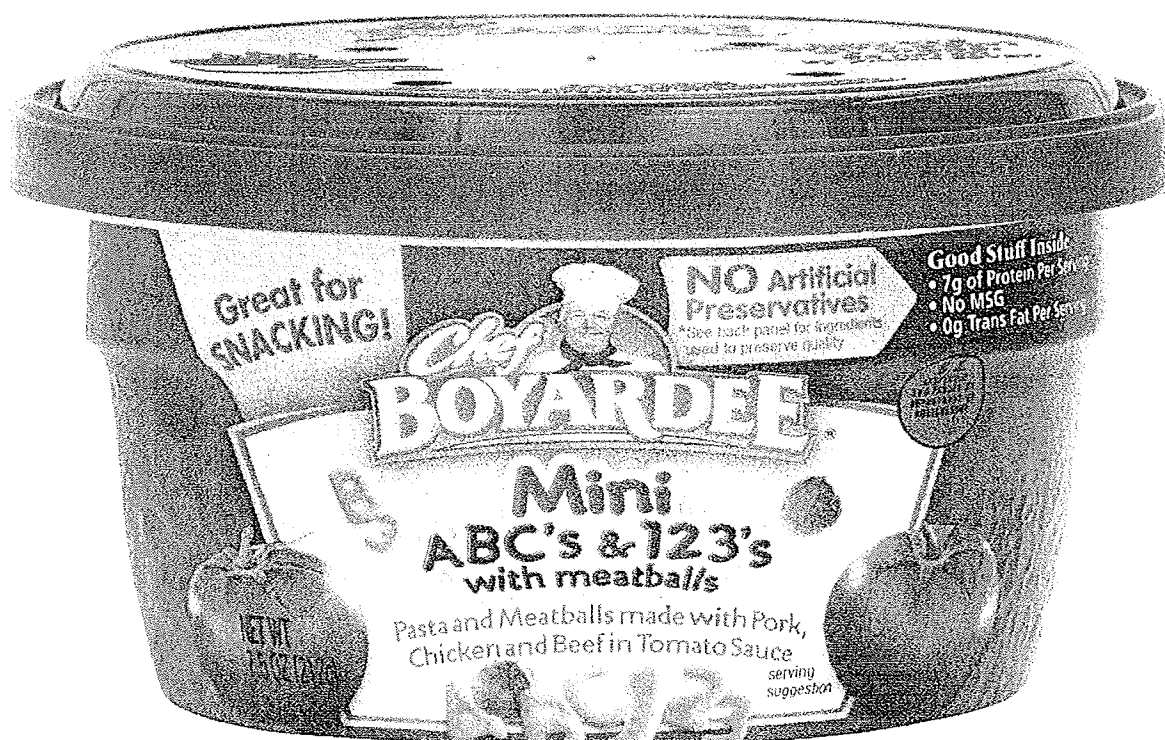
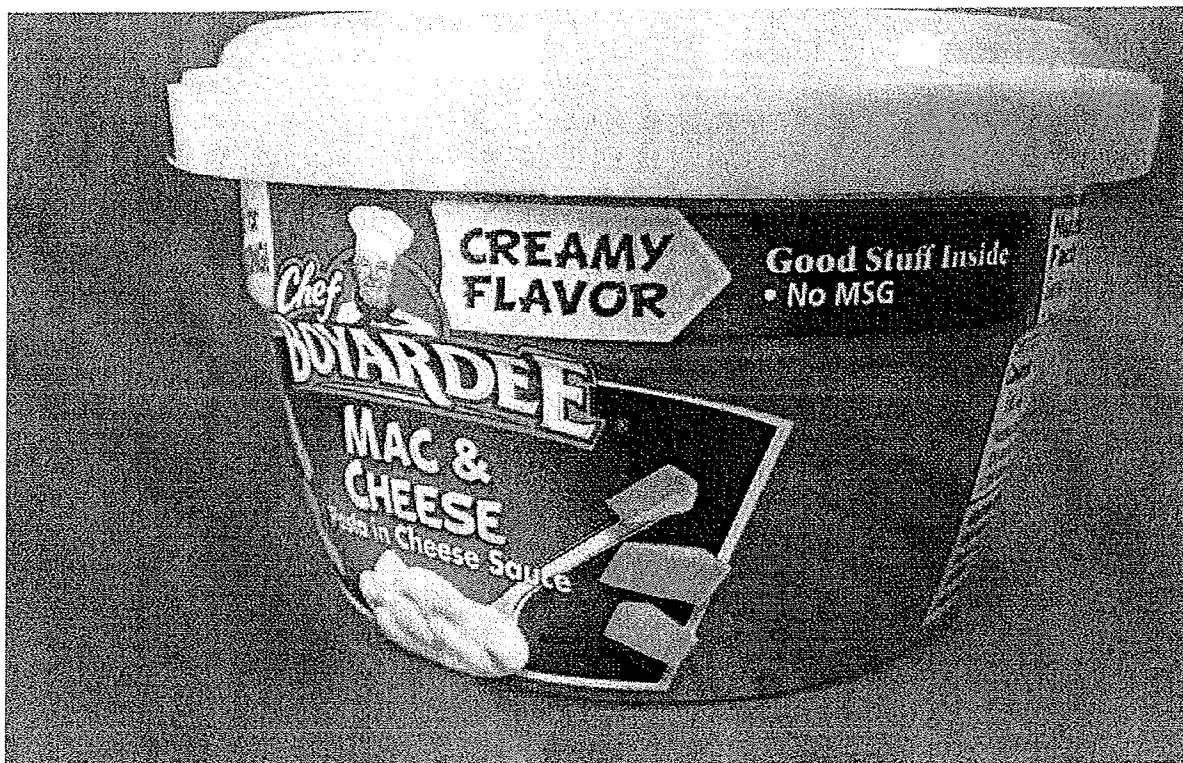




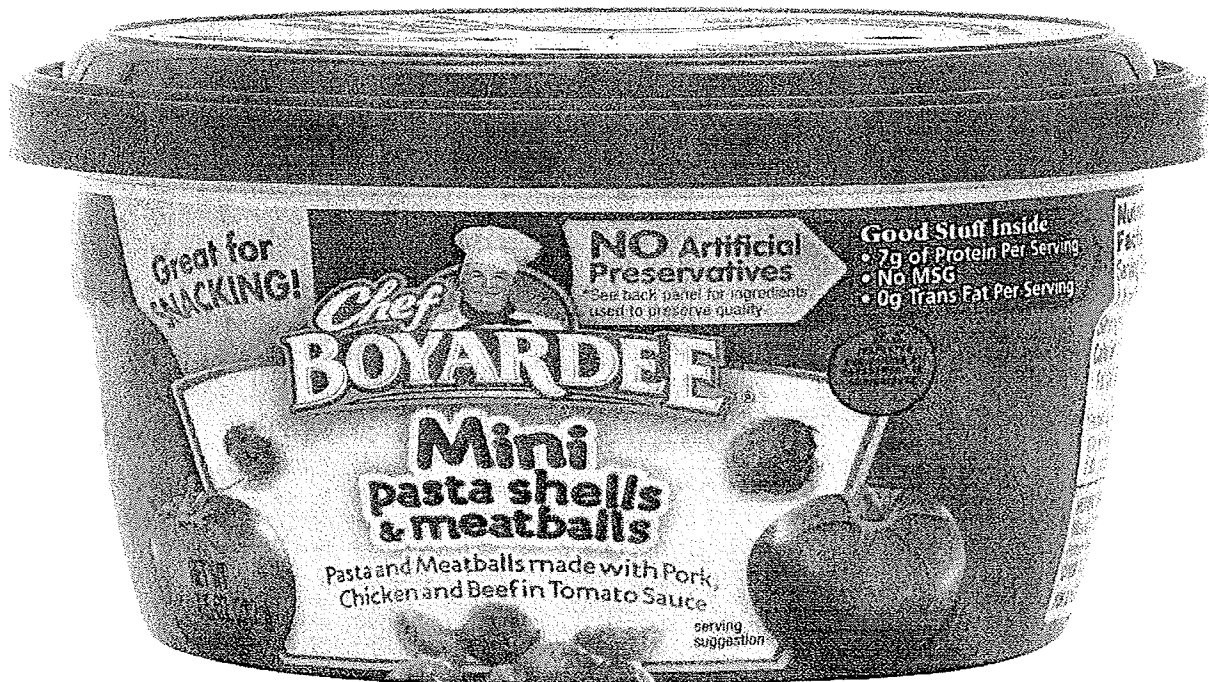
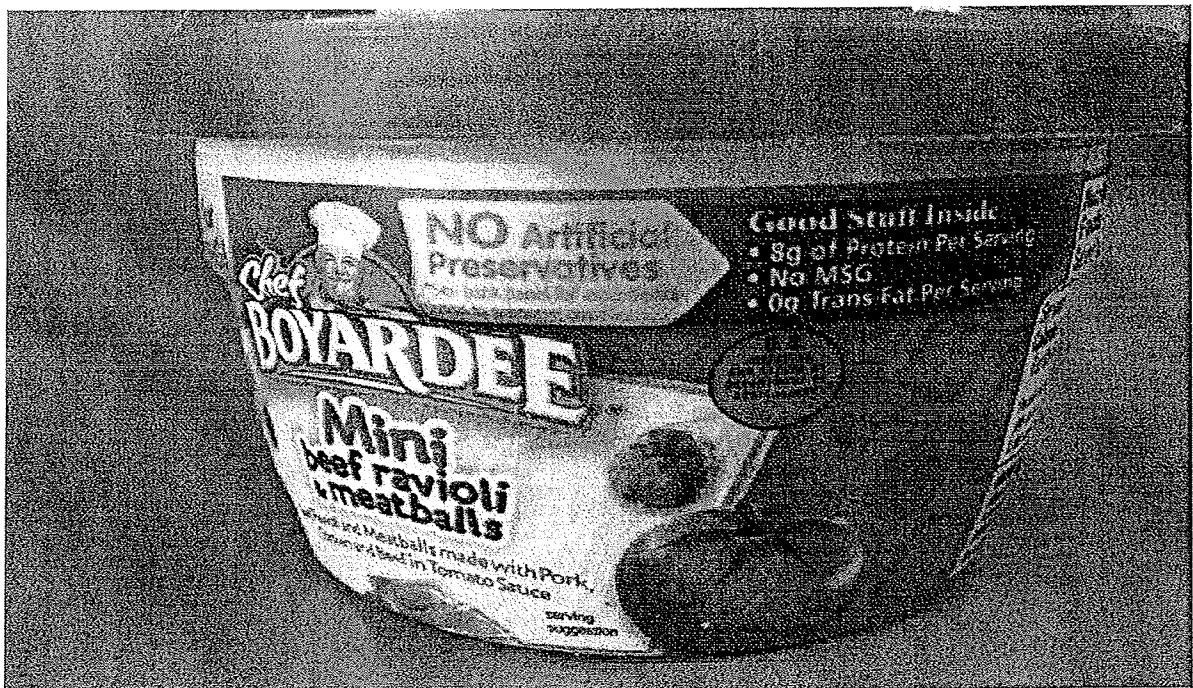








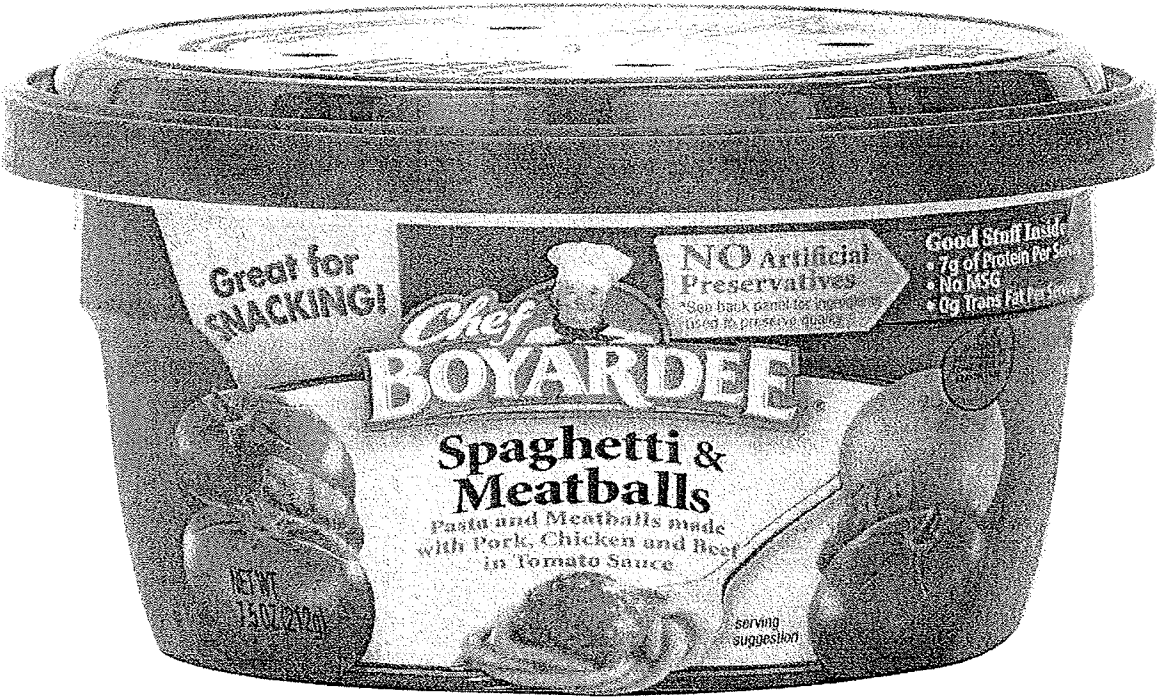












22. The Chef Boyardee microwavable sized pasta bowls contain one or more ingredients that contain MSG or create MSG during processing, thus rendering the “No MSG” or “No MSG Added” representations false. Below is a table showing the Products and the processed ingredients that contain MSG or are known to contain MSG (the “Deceptively Labeled Ingredients”). The Products may also contain other ingredients that contain MSG or are known to contain MSG.

PRODUCT	INGREDIENT
Beef Ravioli	Textured Vegetable Protein Modified Corn Starch Enzyme Modified Cheese Flavorings
Beefaroni	Textured Vegetable Protein Modified Corn Starch Enzyme Modified Cheese

Case 3:13-cv-03158-L-NLS Document 1 Filed 12/24/13 Page 13 of 23

1		Flavorings
2	Cheese Ravioli	Enzymes
3		Malted Barley
4		Modified Corn Starch
5		Spices
6		Flavorings
7	Lasagna	Modified Corn Starch
8		Enzymes
9		Spices
10		Romano Cheese Paste
11	Mac & Cheese	Sodium Caseinate
12		Modified Corn Starch
13		Natural Flavors
14		Maltodextrin
15		Protein Isolate
16		Citric Acid
17		Cheese Powder
18	Mini ABC's & 123's With Meatballs	Soy Protein Concentrate
19		Flavorings
20		Enzyme Modified Cheddar
21		Modified Corn Starch
22		Citric Acid
23	Mini Beef Ravioli & Meatballs	Soy Protein Concentrate
24		Flavorings
25		Citric Acid
26		Modified Corn Starch
27		Textured Vegetable Protein
28		Enzyme Modified Cheese

1	Mini Pasta Shells & Meatballs	Soy Protein Concentrate
2		Flavorings
3		Citric Acid
4		Modified Corn Starch
5	Mini Spaghetti Rings & Meatballs	Soy Protein Concentrate
6		Flavorings
7		Citric Acid
8		Modified Corn Starch
9		Enzyme Modified Cheese
10		Flavorings
11	Rice With Chicken & Vegetables	Modified Corn Starch
12		Flavorings
13		Autolyzed Yeast Extract
14		Spices
15		Chicken Broth
16		Soy Protein
17	Spaghetti & Meatballs	Soy Protein Concentrate
18		Flavorings
19		Citric Acid
20		Modified Corn Starch
21		Soy Protein
22		Enzyme Modified Cheese

23

24        23. Defendant is well aware of consumer tendencies to seek out food labeled as

25 having “No MSG” and by representing that its Products contain “No MSG” or “No MSG

26 Added,” Defendant takes advantage of consumers, misleading them to sell more

27 products. Defendant’s Chef Boyardee microwavable sized pasta bowls display

28 prominent “No MSG” or “No MSG Added” claims on the front of the package. By

1 contrast, the bowl references the Deceptively Labeled Ingredients in fine print, in an  
2 inconspicuous location on the back of the label.

3 24. The result is a labeling scheme that is designed to mislead consumers, and  
4 which does so effectively.

5 **CLASS ACTION ALLEGATIONS**

6 25. Pursuant to Fed. R. Civ. P. 23(a) and (b)(2) and/or (b)(3), Plaintiff seeks  
7 certification of a class initially defined as follows:

8 All persons who bought one or more of ConAgra's Chef Boyardee microwavable  
9 sized pasta bowls with the representations "No MSG" or "No MSG Added,"  
10 including: Beef Ravioli, Beefaroni, Cheese Ravioli, Lasagna, Mac & Cheese, Mini  
11 ABC's & 123's With Meatballs, Mini Beef Ravioli & Meatballs, Mini Pasta Shells &  
12 Meatballs, Mini Spaghetti Rings & Meatballs, Rice With Chicken & Vegetables, and  
13 Spaghetti & Meatballs.

14 26. Excluded from the Class are Defendant and their subsidiaries and affiliates,  
15 Defendant's executives, board members, legal counsel, and their immediate families.

16 27. Plaintiff reserves the right to amend, modify, or expand the Class definition  
17 after having the opportunity to conduct discovery.

18 28. Numerosity. Fed. R. Civ. P. 23(a)(1). The potential members of the Class as  
19 defined are so numerous that joinder of all members is unfeasible and not practicable.  
20 While the precise number of Class members has not been determined at this time,  
21 Plaintiff is informed and believes that many thousands of consumers have purchased one  
22 or more of the Chef Boyardee's microwavable sized pasta bowls.

23 29. Commonality. Fed. R. Civ. P. 23(a)(2) and (b)(3). There are questions of law  
24 and fact common to the Class, which predominate over any questions affecting only  
25 individual Class members. These common questions of law and fact include, without  
26 limitation:

27 (a) Whether Defendant misrepresented that the Products have "No MSG" or  
28 "No MSG Added";



1 (b) Whether the Products have MSG;

2 (c) Whether Defendant violated Cal. Civ. Code §§ 1750, *et seq.*;

3 (d) Whether Defendant violated Cal. Bus. and Prof. Code §§ 17500, *et seq.*;

4 (e) Whether Defendant violated Cal. Bus. and Prof. Code §§ 17200, *et seq.*;

5 (f) Whether Defendant violated Cal. Health and Safety Code §§ 109875, *et*  
6 *seq.*;

7 (g) Whether Defendant breached California's express warranty law, Cal. Com.  
8 Code § 2313; and

9 (h) The nature of the relief, including equitable relief, to which Plaintiff and  
10 the Class members are entitled.

11 30. Typicality. Fed. R. Civ. P. 23(a)(3). Plaintiff's claims are typical of the  
12 claims of the Class. Plaintiff and Class members were exposed to uniform practices and  
13 sustained injury arising out of and caused by Defendant's unlawful conduct.

14 31. Adequacy of Representation. Fed. R. Civ. P. 23(a)(4). Plaintiff will fairly  
15 and adequately represent and protect the interests of the members of the Class.  
16 Plaintiff's Counsel is competent and experienced in litigating class actions.

17 32. Superiority of Class Action. Fed. R. Civ. P. 23(b)(3). A class action is  
18 superior to other available methods for the fair and efficient adjudication of this  
19 controversy since joinder of all the members of the Class is impracticable. Furthermore,  
20 the adjudication of this controversy through a class action will avoid the possibility of  
21 inconsistent and potentially conflicting adjudication of the claims asserted herein. There  
22 will be no difficulty in the management of this action as a class action.

23 33. Injunctive and Declaratory Relief. Fed. R. Civ. P. 23(b)(2). Defendant's  
24 actions regarding the packaging and labeling, and/or approval of the packaging and  
25 labeling of the microwavable sized pasta bowls are uniform as to members of the Class.  
26 Defendant has acted or refused to act on grounds that apply generally to the Class, so  
27 that final injunctive relief or declaratory relief as requested herein is appropriate  
28 respecting the Class as a whole.

**FIRST CAUSE OF ACTION**

**California Consumers Legal Remedies Act – Cal. Civ. Code §§ 1750, et seq.**

34. Plaintiff incorporates by reference and realleges all previous paragraphs.

35. Defendant is a “person” within the meaning of Cal. Civ. Code §§ 1761(c) and 1770, and provides “goods” within the meaning of Cal. Civ. Code §§ 1761(a) and 1770. Defendant’s customers, including Plaintiff and Class members, are “consumers” within the meaning of Cal. Civ. Code §§ 1761(d) and 1770. Each purchase of Defendant’s microwavable sized pasta bowls by Plaintiff and each Class member constitutes a “transaction” within the meaning of Cal. Civ. Code §§ 1761(e) and 1770.

36. The Consumers Legal Remedies Act makes it unlawful for a company to:

(a) Represent that goods have characteristics or ingredients which they do not have. Cal. Civ. Code § 1770(a)(5);

(b) Represent that goods are of a particular standard, quality, or grade, if they are of another. Cal. Civ. Code § 1770(a)(7); and

(c) Advertise goods with the intent not to sell them as advertised. Cal. Civ. Code § 1770(a)(9).

37. Defendant violated Cal. Civ. Code § 1770(a)(5), (7) and (9) by intentionally representing that the Products have “No MSG” or “No MSG Added,” when they contain MSG. Defendant knew or should have known that the microwavable sized pasta bowls could not meet the standard of having “No MSG” or “No MSG Added.”

38. Plaintiff reasonably relied on Defendant’s misrepresentations. As a result of Defendant’s violations, Plaintiff suffered injury in fact and lost money.

39. Plaintiff has sent Defendant notice in compliance with Cal. Civ. Code § 1782(a). If Defendant does not respond, Plaintiff will file an amended complaint seeking damages under the CLRA.

40. Plaintiff has complied with Cal. Civ. Code § 1780(d) by submitting an affidavit attached hereto as Exhibit A.

1 41. Plaintiff seeks injunctive relief against ConAgra, in the form of an order  
2 prohibiting Defendant from engaging in the misconduct described herein and requiring  
3 Defendant to perform a corrective advertising campaign.

4 **SECOND CAUSE OF ACTION**

5 **The False Advertising Law – Cal. Bus. & Prof. Code §§ 17500, et seq.**

6 42. Plaintiff incorporates by reference and realleges all previous paragraphs.

7 43. Defendant publicly disseminated untrue or misleading advertising or  
8 intended not to sell the products as advertised in violation of the False Advertising Law,  
9 by representing that the Chef Boyardee microwavable sized pasta bowls have “No  
10 MSG” or “No MSG Added,” when they contain MSG.

11 44. Defendant committed such violations of the False Advertising Law with  
12 actual knowledge or in the exercise of reasonable care should have known was untrue or  
13 misleading.

14 45. Plaintiff reasonably relied on Defendant’s representations made in violation  
15 of Cal. Bus. & Prof. Code §§ 17500, et seq.

16 46. As a result of Defendant’s violations, Plaintiff suffered injury in fact and  
17 lost money.

18 47. Accordingly, Plaintiff, on behalf of himself and all others similarly  
19 situated, seek restitution and injunctive relief against Defendant in the form of an order  
20 prohibiting Defendant from engaging in the alleged misconduct described herein, and  
21 requiring Defendant to perform a corrective advertising campaign.

22 **THIRD CAUSE OF ACTION**

23 **California Unfair Competition Law – Cal. Bus. & Prof. Code §§ 17200, et seq.**

24 48. Plaintiff incorporates by reference and realleges all previous paragraphs.

25 49. Defendant engaged in unlawful, unfair, and/or fraudulent conduct under  
26 Cal. Bus. & Prof. Code §§ 17200, et seq., by representing and/or approving the  
27 representations that the Chef Boyardee microwavable sized pasta bowls as “No MSG”  
28 or “No MSG Added,” when they contain MSG.

1        50. Defendant's conduct is unlawful in that it violates the Consumers Legal  
2 Remedies Act, Cal. Civ. Code §§ 1750, *et seq.*, the False Advertising Law, Cal. Bus. &  
3 Prof. Code §§ 17500, *et seq.*, California's Sherman Food, Drug & Cosmetic Law, Cal.  
4 Health and Safety Code §§ 109875, *et seq.*, including but not limited to, §§ 110290,  
5 110390, 110395, 110398, 110400, and 110660, and California's express warranty law,  
6 Cal. Com. Code § 2313.

7        51. Defendant's conduct is unfair in that it offends established public policy  
8 and/or is immoral, unethical, oppressive, unscrupulous and/or substantially injurious to  
9 Plaintiff and Class members. The harm to Plaintiff and Class members arising from  
10 Defendant's conduct outweighs any legitimate benefit Defendant derived from the  
11 conduct. Defendant's conduct undermines and violates the stated spirit and policies  
12 underlying the Consumers Legal Remedies Act, False Advertising Law, California's  
13 Sherman Food Drug & Cosmetic Law, and California's express warranty laws alleged  
14 herein.

15        52. Defendant's conduct is fraudulent in that the alleged misrepresentations on  
16 the Chef Boyardee microwavable sized pasta bowls are likely to deceive reasonable  
17 consumers.

18        53. Plaintiff relied on Defendant's misrepresentations and/or approval of the  
19 misrepresentations on the microwavable sized pasta bowl.

20        54. As a direct result of Defendant's violations, Plaintiff suffered injury in fact  
21 and lost money.

22        55. Accordingly, Plaintiff, on behalf of himself and all others similarly  
23 situated, seek restitution and injunctive relief against Defendant in the form of an order  
24 prohibiting Defendant from engaging in the alleged misconduct described herein, and  
25 requiring Defendant to perform a corrective advertising campaign.

26 //

27 //

28 //



1 **FOURTH CAUSE OF ACTION**

2 **(Breach of Express Warranty, Cal. Com. Code § 2313)**

3 56. Plaintiff incorporates by reference and realleges all previous paragraphs.  
4 This claim is brought by Plaintiff on behalf of himself and the Class.

5 57. Defendant made an express warranty and/or approved the use of the  
6 express warranty to Plaintiff and members of the Class that the food products they were  
7 purchasing did not contain MSG by making the representations “No MSG” or “No  
8 MSG Added.”

9 58. The express warranties made to Plaintiff and the Class appears on every  
10 package of the Chef Boyardee microwavable sized pasta bowls labeled “No MSG” or  
11 “No MSG Added.” This promise regarding the nature of the products marketed by  
12 ConAgra specifically related to the goods being purchased and became the basis of the  
13 bargain.

14 59. Plaintiff and the Class purchased the Chef Boyardee microwavable sized  
15 pasta bowls based on the belief that they conformed to the express warranties that were  
16 made on the products’ packaging.

17 60. Defendant breached the express warranty made to Plaintiff and members of  
18 the Class by failing to supply goods that conformed to the warranty made. As a result,  
19 Plaintiff and the members of the Class suffered injury and deserve to be compensated  
20 for the damages they suffered.

21 61. Plaintiff and the members of the Class paid money for the Chef Boyardee  
22 microwavable sized pasta bowls labeled as “No MSG” or “No MSG Added.” However,  
23 Plaintiff and the members of the Class obtained products with MSG. If Plaintiff and  
24 other members of the Class had known of the true nature of the products, they would not  
25 have purchased the products or would have paid less for the products.

26 62. Plaintiff and the Class are therefore entitled to recover damages.

27 //

28 //

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, on behalf of himself and Class members, pray for relief as follows:

A. For an order that this action may be maintained as a class action under Fed. R. Civ. P. 23, that Plaintiff be appointed as Class representative, and that Plaintiff's counsel be appointed as counsel for the Class;

B. Restitution in such amount that Plaintiff and all Class members paid to purchase the Chef Boyardee microwavable sized pasta bowls, or the profits Defendant obtained from those transactions.

C. Actual compensatory damages for economic losses in such amount that Plaintiff and all Class members paid to purchase the Chef Boyardee microwavable sized pasta bowls.

D. An order enjoining Defendant from engaging in the misconduct described herein and requiring them to perform a corrective advertising campaign.

E. An order awarding Plaintiff his costs of suit incurred herein, including expert witness fees, reasonable attorneys' fees, and pre and post-judgment interest, at the legal rate.

F. An order requiring an accounting for and imposition of a constructive trust upon all monies received by Defendant as a result of the unfair, misleading, fraudulent, and unlawful conduct alleged herein.

G. Such other and further relief as may be deemed necessary or appropriate.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury of all claims so triable.

1 DATED: December 24, 2013

Respectfully submitted,

2  
3 By: s/ Marc L. Godino

4 Lionel Z. Glancy

Marc L. Godino

**GLANCY BINKOW & GOLDBERG LLP**

1925 Century Park East, Suite 2100

Los Angeles, CA 90067

Telephone: (310) 201-9150

Facsimile: (310) 201-9160

Email: mgodino@glancylaw.com

**FINKELSTEIN THOMPSON LLP**

Rosemary M. Rivas

505 Montgomery Street, Suite 300

San Francisco, California 94111

Telephone: (415) 398-8700

Facsimile: (415) 398-8704

AFFIDAVIT OF BRIAN O'DEA

1  
2 1. I, Brian O'Dea, submit this affidavit pursuant to California *Civil*  
3 1780(d) of the Consumers Legal Remedies Act and declare the following.

4 2. I am the named plaintiff in this action and I am a resident and a citizen of the  
5 State of California. I have personal knowledge of the facts stated herein and, if called as  
6 a witness, I could and would testify competently thereto.

7 3. During the last three years, I purchased the Chef Boyardee food products  
8 which are the subject of this Complaint in San Diego, California.

9 4. I did so based on information and advertising disseminated by ConAgra  
10 Foods, Inc.

11 5. While living in California, I purchased Chef Boyardee's Beefaroni  
12 microwavable sized pasta bowl for personal consumer use. I read the label for this  
13 product, that indicated that it contained "No MSG," and purchased the product in reliance  
14 on that claim. The "No MSG" representation on the product packaging was a material  
15 and substantial factor which influenced my decision to purchase this food product. I  
16 would not have purchased this food product had I known that it was not, in fact, "No  
17 MSG."

18 6. The Complaint in this action has been filed in the proper place for trial under  
19 California *Civil Code* § 1780(d) in that Defendant conducts a substantial amount of  
20 business in this District.

21 I declare under the penalty of perjury under the laws of the State of California that  
22 the foregoing is true and correct, executed on December 23, 2013 at SD  
23 California.  
24

25  
26   
27 BRIAN O'DEA  
28